



Access Professional Interpreting

The following is a Service Agreement between Access Professional Interpreting, LLC, hereafter referred to as “Access,” and an Independent Contractor, hereafter referred to as “Contractor.”

Service

Upon request, Contractor will perform interpreting services as agreed upon and assigned by Access. This may include, but is not limited to, sign language interpreting, transliterating, oral interpreting, and Deaf interpreting.

Relationship

- ✦ Access and Contractor expressly agree that Contractor shall be an independent contractor for all purposes in the performance of this agreement. Contractor shall be responsible for compliance with all tax, worker’s compensation, and other applicable laws or regulations. Contractor accepts exclusive liability for all contributions and payroll taxes payable under federal, state, social security, unemployment, and disability insurance. Contractor is eligible for and will be sent an IRS form 1099 annually per federal regulations.
- ✦ Because the Contractor is engaged in his or her own independent contracting business, Contractor is not eligible for nor entitled to, nor shall participate in, any of Access’ pension, health, or other fringe benefit plans, if any such plans exist.
- ✦ Access agrees that Contractor may represent, perform services for, and contract with as many clients, persons, or companies as Contractor sees fit. In the event performance of such other services raises a conflict of interest between Contractor and Access’ interest, Contractor shall notify Access about such potential conflict prior to performing the services in question. Contractor shall obtain Access’ approval or disapproval for performing such other services and shall act in accordance.

Professional Conduct and Confidentiality

- ✦ Contractor agrees to abide by the NAD-RID Code of Professional Conduct (CPC) and its tenets. Contractor is responsible to review and familiarize him or herself with NAD-RID Code of Professional Conduct. The CPC, including “Guiding Principles” and “Illustrative Behavior” can be found online at: http://rid.org/UserFiles/File/NAD_RID_ETHICS.pdf.
- ✦ Contractor agrees to abide by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) Regulations and safeguard Protected Health Information (“PHI”) according to current standards.
- ✦ Contractor shall dress in business apparel except when alternate attire is specified in the provided assignment information.

- ⤴ If Contractor fails to appear for a confirmed assignment, Contractor agrees to make a good faith attempt to repair the potential damage done to Access' relationship with the client.
- ⤴ Contractor expressly agrees to keep strictly confidential any business, proprietary, or other like information gained in the course of providing services. This includes, but is not limited to, the other party's vendors, consultants, suppliers, or customers.
- ⤴ Contractor agrees not to use or divulge any of Access' or Access' third party information for his or her own benefit or the benefit of any person besides Access. Violators of confidential information may face litigation, grievances, and/or forfeiture of License and/or Certification.
- ⤴ Contractor agrees that during the period of this agreement and for a period of one year following the termination of this agreement, Contractor will not solicit or take away any of Access' customers of which Contractor became aware as a result of performing services under this agreement.
- ⤴ At assignments for Access, Contractor agrees to present him or herself solely as an officer of Access.

Compensation and Invoices

- ⤴ Each assignment shall be paid a minimum amount equivalent to two (2) hours of Contractor's base hourly rate, plus differential(s) as applicable. Interpreting rendered in excess of scheduled assignment hours shall be invoiced in quarter hour increments.
- ⤴ Contractor shall receive confirmation from Access' office prior to leaving an assignment unless dismissed by authorized on-site personnel. Contractor shall notify Access via email if the assignment was canceled upon arrival or if one of the required parties did not appear.
- ⤴ If Contractor is late to an assignment or departs before he or she has been dismissed from the obligation, the minimum amount of compensation shall not apply.
- ⤴ Invoices shall be submitted via online scheduling system, Gridcheck. Please see "Introduction to Gridcheck for New Service Providers" at www.apinterpreting.com/gridcheckintro for information about using Gridcheck.com.
- ⤴ Interpreting rendered in excess of scheduled assignment or other factors affecting billing must be reported to Access within 24 hours. Failure to report or a delay in reporting factors that affect billing may preclude the contractor billing for amended requests.
- ⤴ Invoices shall be submitted within 30 days of completed assignment.
- ⤴ Access Verification of Service forms (required for specific assignments) shall be submitted prior to or accompany Contractor's invoice for assignments requiring such verification forms. Information on verification forms can be found at www.apinterpreting.com/verification
- ⤴ Assignments canceled less than 48 hours prior to the scheduled start time shall be considered untimely and will be paid in full for assigned hours occurring within the 48 hours following notification from Access. Access is not liable to compensate Contractor for assignments canceled with greater than 48 hours' notification to Contractor.

- ⤴ Accurate invoices received from the 1st to the 15th day of any given month shall be paid by the last calendar day of that month. Accurate invoices received from the 16th day to the last day of any given month shall be paid by the 15th calendar day of the following month.
- ⤴ Travel time shall be reimbursed at Contractor's base rate. In order to receive timely payment, travel charges must be entered each Sunday by midnight for all travel incurred during previous week. Travel/Per Diems may also be reimbursed as agreed upon by Contractor and Access.
- ⤴ A differential of \$10.00 per hour will be offered for legal work in addition to base rate. A differential of \$5.00 per hour will be offered for work scheduled from 6pm to 6am weekdays or weekends in addition to your base rate.

Credentials

All sign language interpreters working outside of an Educational (K-12), religious, or volunteer setting shall possess a license issued by the Arizona Commission for the Deaf and the Hard of Hearing. Contractor shall furnish proof of this license upon providing interpreting services for Access. Contractor shall also submit verification of national certification and/or education upon request.

Termination of Agreement

Access' Service Agreement shall be subject to renewal. This Agreement may also be terminated by either party on providing ten (10) business days' written notice to the other.

Hold Harmless

Anything in the Agreement to the contrary notwithstanding, Contractor shall indemnify and hold fully harmless Access Professional Interpreting and/or Andrea and Urs Schulze against any loss, damages, claims, or expenses of any kind whatsoever (including court costs and attorney's fees) sustained by Contractor.

Survival

The following sections shall survive termination of this Agreement: Confidentiality, Limitation of Liability, Independent Contractor, Hold Harmless, Taxes.

This agreement may be amended. The most current version will be kept on the Access Professional Interpreting website at www.apinterpreting.com/agreement/. Contractor will be notified upon amendment of this agreement.